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## 1.0 INFORMATION FOR BIDDERS

### 1.1 PURPOSE AND INTENT

This Request for Proposal (RFP) is issued by the Purchase Bureau, Division of Purchase and Property, Department of the Treasury on behalf of various State of New Jersey Departments and Using Agencies throughout the State of New Jersey. The purpose of this RFP is to solicit bid proposals for various dishwashing compound products, dispensers and dispenser maintenance service.

The intent of this RFP is to award contracts to those responsible bidders whose bid proposals, conforming to this RFP are most advantageous to the State, price and other factors considered.

The Standard Terms & Conditions, ([Appendix 1](#)) of this RFP, will apply to all contracts or purchase agreements made with the State of New Jersey. These terms are in addition to the terms and conditions set forth in this RFP and should be read in conjunction with same unless the RFP specifically indicates otherwise.

The State intends to extend the contracts awarded to the Purchase Bureau's cooperative purchasing partners. These partners include quasi-state agencies, counties, municipalities, school districts, volunteer fire departments, first aid squads, independent institutions of higher learning, County colleges and State colleges.

**Although the State, with the assent of the vendor(s), is making the use of any contract resulting from this RFP available to non-State Agencies, the State makes no representation as to the acceptability of any State RFP terms and conditions under the Local Public Contracts Law or any other enabling statute or regulation.**

### 1.2 BACKGROUND

This is a repurchase of the Dishwashing compounds term contract, presently due to expire on January 31, 2004. Vendors who are interested in the current contract specifications and pricing information are encouraged to visit the Purchase Bureau's website on the World Wide Web. The applicable "T" reference number for this lookup is T-#0164. The exact WWW address is <http://www.state.nj.us/treasury/purchase/contracts.htm>

Supplement #1 attached to this RFP provides purchasing information for the products currently under State contract from the contract begin dates to the date the reports were printed.

Supplement #2 attached to this RFP provides Using Agencies/Addresses (Not all may be listed)

Supplement #3 attached to this RFP identifies special delivery requirements that must be adhered to at the various State correctional facilities due to their strict security restrictions. The special delivery requirements could change at any time.

### 1.3 KEY EVENTS

#### 1.3.1 QUESTIONS AND INQUIRIES

It is the policy of the Purchase Bureau to accept questions and inquiries from all potential vendors receiving this RFP. Written questions should be mailed, e-mailed or faxed to the Purchase Bureau to the attention of the assigned Purchase Bureau buyer at the following address:

Attn: **Cheryl A. Crist**  
State of New Jersey  
Division of Purchase and Property  
Purchase Bureau  
PO Box 230  
Trenton, New Jersey 08625-0230

E- Mail: <mailto:cheryl.crist@treas.state.nj.us>  
Fax Number: **(609) 984-1359**  
Phone Number: **(609) 292-0490**

After the submission of bid proposals, unless requested by the State, contact with the State is limited to status inquiries only and such inquiries are only to be directed to the buyer. Any further contact or information about the proposal to the buyer or any other State official connected with the solicitation will be considered an impermissible supplementation of the bidder's bid proposal.

### 1.3.1.1 QUESTION PROTOCOL

Questions should be submitted in writing to the attention of the assigned Purchase Bureau buyer. Written questions should be directly tied to the RFP by the writer. Questions should be asked in consecutive order, from beginning to end, following the organization of the RFP. Each question should begin by referencing the RFP page number and section number to which it relates.

Short procedural inquiries may be accepted by telephone by the Purchase Bureau buyer, however, oral explanations or instructions given over the telephone shall not be binding on the State. Vendors shall not contact the Using Agency directly, in person, or by telephone, concerning this RFP.

### 1.3.1.2 CUT-OFF DATE FOR QUESTIONS AND INQUIRIES

The cut-off date for questions and inquiries relating to this RFP is two (2) weeks prior to the bid opening date.

## 1.4 ADDITIONAL INFORMATION

### 1.4.1 REVISIONS TO THIS RFP

In the event it becomes necessary to clarify or revise this RFP, such clarification or revision will be by addendum. Addendum, if any, to this RFP will be posted to the Purchase Bureau website. It is the vendor's responsibility to check the website regularly between the time the RFP is issued to the bid opening date for any Addenda. The website is:

<http://www.state.nj.us/treasury/purchase/bid/summary/bid.shtml>

### 1.4.2 ADDENDUM AS A PART OF THIS RFP

Any addendum to this RFP shall become part of this RFP and part of any contract awarded as a result of this RFP.

### 1.4.3 ISSUING OFFICE

This RFP is issued by the Purchase Bureau, Division of Purchase and Property. The buyer noted in Section 1.3.1 is the sole point of contact between the vendor and the State for purposes of this RFP.

### 1.4.4 BIDDER RESPONSIBILITY

The bidder assumes sole responsibility for the complete effort required in submitting a bid proposal in response to this RFP. No special consideration will be given after bid proposals are opened because of a bidder's failure to be knowledgeable as to all of the requirements of this RFP. By submitting a bid proposal in response to this RFP, the bidder represents that it has satisfied itself, from its own investigation, as to all of the requirements of this RFP.

### 1.4.5 COST LIABILITY

The State assumes no responsibility and bears no liability for costs incurred by a bidder in the preparation and submittal of a bid proposal in response to this RFP.

#### **1.4.6 CONTENTS OF BID PROPOSAL**

The entire content of every bid proposal will be publicly opened and will become a matter of public record. This is the case notwithstanding any statement to the contrary made by a bidder in its bid proposal. All bid proposals, as public records, are available for public inspection. Interested parties can make an appointment to inspect bid proposals received in response to this RFP by contacting the Purchase Bureau buyer.

#### **1.4.7 PRICE ALTERATION**

Bid prices must be typed or written in ink. Any price change (including "white-outs") must be initialed. Failure to initial price changes shall preclude a contract award being made to the bidder.

#### **1.4.8 JOINT VENTURE**

If a joint venture is submitting a bid proposal, the agreement between the parties relating to such joint venture should be submitted with the joint venture's bid proposal. Authorized signatories from each party comprising the joint venture must sign the bid proposal. A separate Ownership Disclosure Form, Affirmative Action Employee Information Report, MacBride Principles Certification and business registration must be supplied by each party to the joint venture.

## 2.0 DEFINITIONS

### 2.1 GENERAL DEFINITIONS

The following definitions shall be part of any contract awarded or order placed as result of this RFP.

**Addendum** - Written clarification or revision to this RFP issued by the Purchase Bureau.

**Amendment** - A change in the scope of work to be performed by the contractor. An amendment is not effective until signed by the Director, Division of Purchase and Property.

**Bidder** – A vendor submitting a bid proposal in response to this RFP.

**Contract** - This RFP, any addendum to this RFP, the bidder's bid proposal submitted in response to this RFP and the Division's Notice of Acceptance.

**Contractor** - The contractor is the bidder awarded a contract.

**Director** - Director, Division of Purchase and Property, Department of the Treasury. By statutory authority, the Director is the chief contracting officer for the State of New Jersey.

**Division** - The Division of Purchase and Property.

**May** - Denotes that which is permissible, but not mandatory.

**Request for Proposal (RFP)** - This document, which establishes the bidding and contract requirements and solicits bid proposals to meet the purchase needs of [the] Using Agency[ies], as identified herein.

**Shall or Must** - Denotes that which is a mandatory requirement. Failure to meet a mandatory requirement will result in the rejection of a bid proposal, as materially non-responsive.

**Should** - Denotes that which is recommended, but not mandatory.

**State** - State of New Jersey

**Using Agency[ies] or Agency[ies]** - The entity[ies] for which the Division has issued this RFP.

### 3.0 COMMODITY DESCRIPTION/SCOPE OF WORK

The contractor(s) must provide all services contained in RFP Sections 3.2 through 3.6.2 for all categories of service including (1) supplying dishwashing items, (2) providing dispensers, (3) providing routine monthly dispenser service and (4) providing emergency service.

#### 3.1 ITEMS COVERED UNDER THIS RFP ARE LISTED BELOW:

- A. Category 1; Items 00001 through 00005: Solid/Encapsulated/Granulated Machine Detergent group,
- B. Category 2: Items 00006 through 00010: Liquid Machine Detergent Group
- C. Category 3: Item 00011 Powdered Packets

##### **Price Lines 00001 and 00006:**

- 1. Chlorine-Releasing Distaining Detergent for General Machine Dishwashing Use, Without Metal Protection in Solid, Encapsulated/Granulated for Price Line 00001 or Liquid form for Price Line 00006. This product is not intended for use on aluminum.

##### **Price Lines 00002 and 00007:**

- 2. Detergent with Metal Protection for Mechanical (Dishwashing Machine) Pot and Pan Cleaning in Solid, Encapsulated/Granulated or Liquid form.

##### **Price Lines 00003 and 00008:**

- 3. Metered (Dispensed) Product for Manual Pot and Pan Cleaning in Solid, Encapsulated/Granulated or Liquid form.

##### **Price Lines 00004 and 00009:**

- 4. Rinse Additive, Concentrate in Liquid form.

##### **Price Lines 00005 and 00010:**

- 5. All Purpose Lime Solvent for Mechanical (In-Place) Deliming in Liquid form.

##### **Price Line 00011**

- 6. Pre-Measured Powdered, Water Soluble, Pot & Pan Detergent Packets

### 3.2 DISPENSING EQUIPMENT AND INSTALLATION

#### 3.2.1 GENERAL TERMS AND CONDITIONS

3.2.1.1 The contractor must make necessary preparation to install all the required dispensing equipment. Equipment must be installed within sixty (60) days after contract award. Installation schedule is to be mutually agreed upon between the Using Agency and contractor. The contractor is required to work with the Using Agencies to schedule dispenser installations. There is to be no additional charge for installing or removing any equipment. As the conversion becomes necessary, the contractor is responsible for Using Agency staff training and the maintenance of the dispensing equipment.

3.2.1.2 The contractor shall furnish, install and maintain on a loan basis (at no cost to the State) the proper dispensing equipment, including any automatic rinse injector requests for the different types of dishwashing machines and/or pots and pans ware washers located at the various Using Agencies.

3.2.1.3 All equipment furnished by the contractor shall be the most current state of the art models such as are in use or that would be furnished to other accounts serviced by the contractor.

3.2.1.4 The dispensers shall be installed in conformance with all applicable local codes.

3.2.1.5 All dispensers shall have a locking-type mechanism where soap and suds can be maintained.

3.2.1.6 The Using Agency must provide hot and cold water and electrical connections on or adjacent to the dishwashing machines. The Using Agency shall furnish a suitable water outlet on the flow pressure side of the house temperature supply to the machine. The contractor shall connect from that point and support and secure all tubing in a workmanlike manner. The contractor's dispenser shall include a siphon breaker to prevent cross-connection. No installation shall create across connection or create a back siphon into the approved water supply.

### 3.2.2 DISHWASHING COMPOUND/POT WASHING DISPENSERS

3.2.2.1 The contractor shall furnish, install and maintain at no additional cost to the State, an acceptable electronic type dishwashing and/or pot washing dispenser of standard manufacture with the reservoir constructed of stainless steel or a corrosive resistant material.

3.2.2.2 The sensor shall maintain proper pH of the water in the dishwashing tank.

3.2.2.3 The sensor should be completely encased in a resistant material to avoid corrosion to the sensor. The contractors do not have to comply with this request; however, if a breakdown occurs as a result of corrosion to the sensor or if the sensor is not maintained properly, the contractor shall be subject to contract cancellation and possible debarment in accordance with the State's administrative code procedures.

3.2.2.4 The sensor shall safeguard against excessive detergent consumption.

3.2.2.5 The dispensing system must have National Sanitation Foundation approval (NSF).

3.2.2.6 The Using Agency shall have complete access to all dispensers.

3.2.2.7 The dispenser and installation shall be of such design that the unit may be removed at the termination of the contract period without interruption of service, or without additional cost for parts and labor.

3.2.2.8 Before installing the electronic dispenser, the contractor's representative shall check with the Using Agency's engineer or its appointed representative to determine the location of the power connection to the transformer from the control box for each machine.

3.2.2.9 In addition, the following installation practices shall be adhered to:

- a. The transformer shall be mounted as close as possible to the source of power on the load side of the machine motor switch as agreed to by the Using Agency representative.
- b. The wiring to the high side of the transformer shall be an approved type UL or other type moisture-resistant flame retardant and corrosive-resistant covering and conforming to the recognized wiring method of the National Electrical Code. Wiring shall be secured to the control box by a clamp in a taut workmanlike manner.
- c. All low voltage wiring from the indicator unit shall be firmly secured at approximately 2' intervals and grouped together in a neat and workmanlike manner.

### 3.2.3 RINSE AGENT INJECTOR

3.2.3.1 The contractor shall, when requested by the Using Agency, furnish, install and maintain at no additional cost to the State, an acceptable automatic rinse injector, so designed that the unit may be removed at the termination of the contract period without interruption of service or without additional costs for parts and labor.

3.2.3.2 The rinse injector shall be capable of proportionate injection of rinse agent into the final rinse water of re-circulated spray type ware-washing machines.



3.2.3.3 Proportion of rinse agent to final rinse water shall be a function of the final rinse pressure to insure consistent and proportionate injection when the final rinse is in operation.

3.2.3.4 The automatic rinse dispenser shall have a product flow meter valve or speed control to enable setting the injection rate at any proportion which operational conditions demand.

3.2.3.5 The unit is to be constructed of material that is resistant to the chemical and physical environment to which it is normally exposed.

3.2.3.6 The rinse dispensing unit shall have an injector rate proportional to the flow of rinse water and shall have the provision for varying the amount of additive injected between 0.01% (100ppm) and 0.05% (500ppm) concentration.

3.2.3.7 The automatic rinse dispenser shall be capable of automatically drawing supply of rinse agent from any size reservoir or shipping container.

3.2.3.8 The automatic rinse dispenser shall be suitable for mounting on any vertical surface up to 15' from the point of injection at the final rinse line.

3.2.3.9 The automatic rinse dispenser must have approval by the NSF.

3.2.3.10 The automatic rinse dispenser shall have a visible indication of operation, such as the use of a rinsing ball in a flow meter or a run light.

3.2.3.11 The contractor's personnel shall, at the time of installation of the dispensers, adjust the concentration of rinse agent as required by local water conditions and shall also instruct Using Agency personnel in the proper operation and maintenance of the dispensing units.

### **3.2.4 LOAN AGREEMENTS FOR DISPENSERS**

3.2.4.1 A copy of the standard loan agreement detailing the full specifications of the agreement offered must be included by the bidder with its bid proposal. Failure to do so will result in the rejection of its bid proposal. The loan agreement is subject to the review and approval by the Director. Any changes made by the Director will be incorporated into the lease agreement and will be the only acceptable approved lease agreement. The Director approved lease agreement will be the standard agreement for the entire contract period or any extensions thereof.

3.2.4.2 The business officer or its designated representative at the Using Agency should sign the Director approved loan agreement at the time the dispenser equipment is installed. Should a Using Agency sign a loan agreement that was not approved by the Director, that agreement will be null and void and unenforceable. The contractor shall be subject to contract cancellation and possible debarment in accordance with the State's administrative code procedure.

### **3.3 MAINTENANCE SERVICE REQUIREMENTS**

3.3.1 The contractor shall provide such maintenance service as is necessary to keep its equipment operating satisfactorily, including preventive maintenance and emergency service.

3.3.2 Preventive Maintenance Service: There shall be a minimum of one (1) monthly service call, at intervals not to exceed one month or every four weeks during the contract period, for each Using Agency dispenser(excluding any emergency call(s) that may be required). The contractor must have a quality assurance program available to insure that all Using Agencies are serviced as stated below. During the regular monthly service call, it shall be the contractor's responsibility to perform the following tasks:

1. The contractor shall inspect and properly maintain all dispensing equipment.
2. The contractor shall check all dishwashing machines in operation at the Using Agency, including the functioning of mechanical parts, gauges, valves, and cleanliness of wash arms and rinse nozzles, and make such adjustments as are necessary. Thoroughly clean the dispensers and mechanical parts.

3. Check solutions for optimum concentration and temperature.

4. The contractor shall instruct Using Agency personnel in the proper use of dishwashing machines and dispensing equipment, as well as the chemicals used, to ensure that the highest degree of performance may be achieved.

5. The contractor shall render such other service as is normally provided to other customers.

6. The contractor shall supply to users, on request, the recommended detergent and rinse agent concentrations for individual dishwashing machines for the types of cleaning problems presently being encountered. This will be an average concentration depending on water hardness and degree and types of cleaning problems encountered on dishes.

7. At the time of routine service, the contractor shall collect all service reports for the Using Agency, monitor call dates, and meet with the food supervisor to discuss service performance.

8. At the time of each servicing, a report in duplicate, in the form as shown below, shall be completed in its entirety describing the service performed with any corrective measures taken or recommended to the Using Agency. The original copy shall be submitted to the Using Agency, and a copy retained for the contractor's file.

Dispenser service report (shall provide the following information):

Date: \_\_\_\_\_

Printed Name And Signature Of Service Person: \_\_\_\_\_

1. Name Of Agency: \_\_\_\_\_

2. Manufacturer and Model of dishwashing machine serviced:

\_\_\_\_\_

3. Location of machine (building and floor):

\_\_\_\_\_

4. Type Of Dispenser: \_\_\_\_\_

5. Detergent Used: \_\_\_\_\_

6. Actual Detergent Concentrate Setting: \_\_\_\_\_

7. Wash Water Temperature: \_\_\_\_\_

8. Rinse Water Temperature: \_\_\_\_\_

9. General condition of machine as to performance:

\_\_\_\_\_

\_\_\_\_\_

10. If repairs to machine or dispenser are needed, state what they are and list corrective measures, taken or recommended:

\_\_\_\_\_

\_\_\_\_\_

NOTE: The contractor(s) continued failure to provide monthly preventive maintenance, failure to submit the above-mentioned service reports or failure to provide complete and accurate information may be sufficient cause for contract cancellation.

### 3.3.3 EMERGENCY SERVICE

3.3.3.1 Emergency Service will be performed during normal business hours, 8:00 a.m. to 5:00 p.m., seven (7) days a week, including State holidays. The contractor must respond within twenty-four (24) hours after Using Agency notification. Continued failure to comply with this requirement will result in contract cancellation.

3.3.3.2 The names, addresses and telephone numbers of the contractor's service personnel shall be furnished to each Using Agency. The list shall also include the names and phone numbers of the immediate supervisors of the service personnel. The contractor is to include, if available, a toll free telephone number to contact representatives.

### 3.3.4 IN SERVICE TRAINING

Provide a minimum of one (1) in-service training course (for each shift), along with the regular on-the-job training at each location, as needed. This service force must be strategically located throughout the State to provide this service.

## 3.4 PRODUCT/PERFORMANCE SPECIFICATIONS

### 3.4.1 PRODUCT UNIFORMITY/PERFORMANCE REQUIREMENTS FOR ALL ITEMS:

3.4.1.1 Solid and Encapsulated/Granulated Detergent: For the purpose of this contract, solid shall mean that the detergent shall, upon initial opening, fill the packing container as a firm, compact, single piece and shall continue to exist as a firm single piece as it erodes away during use. It shall be installed in the automated dispensing equipment, in its original packing container.

3.4.1.2 Performance Standard: (1) portions of unused material may not be removed from packing container without damaging or destroying the container; (2) machine operators will be able to install new packages of detergent without special protective equipment and without danger of skin contact with the detergent and (3) particles of detergent cannot spill from the packing container during opening and installation.

3.4.1.3 The dishwashing compounds used must provide efficient and economical processing of all dishwashing requirements encountered by the Using Agencies. They shall leave no unpleasant residual odor in the finished goods when the products are used according to the manufacturer's recommendations. Specifically, the dishes must be sparkling clean, free from food and detergent residue and be sanitized.

3.4.1.4 All detergents must contain penetrating sequestering and chelating agents to tie up calcium in hard water; defoaming agent; and wetting agents to aid in the removal of soiled dirt, food and stains.

3.4.1.5 All products offered are to be free rinsing. Any product that requires deliming and cleaning of equipment more than once every two weeks is non-responsive to this contract. Should such a product be awarded, its use will be immediately discontinued. The contractor will then be responsible to offer a replacement product at the same contract price and in accordance with the requirements of the RFP. The contractor will be responsible for any additional costs that may be incurred. The final acceptance of any replacement product must be approved by the Director. In the event that the contractor continues to fail to provide an acceptable product, the Director may authorize that the items contracted for be purchased by any available means. In this event, the defaulting contractor will be assessed to pay the difference between the actual cost of the replacement product and its contract price.

3.4.1.6 All products offered are to provide satisfactory results when used in hard or soft water conditions. All products offered are to contain enough water softening agents to successfully perform in the hard water.

3.4.1.7 All products offered shall not contain any compound listed as per Sec.307, Toxic Pollutant of the Federal Water Pollution Control Act 1977, P.13 as amended.

3.4.1.8 All products offered shall be non-abrasive and non-corrosive to all parts of the dishwashing machine.

### 3.4.2 CATEGORY 1, 2 & 3, PRICE LINES 00001 -00005, AND PRICE LINES 00006 - 00010, AND PRICE LINE 00011.

Chemicals: Products Offered Under Category 1 and 2 of this RFP shall meet the following requirements.

**3.4.2.1 Category 1 & 2; Price Line 00001 and Price Line 00006** - Chlorine-Releasing Destaining Detergent for General Machine Dishwashing Use Without Metal Protection in Solid, Encapsulated/Granulated for Price Line 00001 or Liquid form for Price Line 00006. This product is not intended for use on aluminum.

A. The product shall be especially designed for use with soft and hard water for the removal of food residues and coffee, tea, and other absorbed food stains from plastic, glass, china and tableware. The dishwashing and stain-removing compound shall be non-abrasive.

B. These products are for use in mechanical dishwashing machines of the spray type and shall be completely soluble at use temperature and concentration.

C. If the detergent is a solid or encapsulated/granulated, the product shall be uniformly soluble; and if a liquid, the product shall be a homogeneous solution.

D. The detergent shall be stable and shall not break down on standing. It shall have a shelf life of at least six (6) months without major changes in the formulation composition.

E. The product furnished shall also meet the following requirements:

1. **PHOSPHATES** - The phosphate content shall be between 0 to 4% by weight, (P205) when tested in accordance with current Federal Specification P-D 1800A, including any updates.

2. **TOTAL ALKALINITY** - The total alkalinity shall be not less than 30% by weight for the solid or encapsulated/granulated and shall be not less than 10% by weight for the liquid, expressed as Na<sub>2</sub>O, when tested in accordance with current Federal Specification P-D1800A, including any updates.

3. **AVAILABLE CHLORINE** - The compound shall contain not less than 0.75% and not more than 2.0% by weight available chlorine, as determined by standard thiosulfate-iodine titration.

4. **SOAP** - The compound shall show no evidence of soap when tested in accordance with current Federal Specification P-D 1800A, including any updates.

5. **OXYGEN RELEASING COMPOUNDS** - The compound shall contain no active oxygen-releasing compounds.

6. **TOXICITY** - The ingredients used in formulating the compound shall not be contaminated with toxic amounts of poisonous compounds such as those of arsenic, lead, mercury, antimony, or other compounds having deleterious effects. The compound shall not contain more than 0.003% heavy metals expressed as lead.

7. **TEST**: pH (1%) Aqueous Solution; Requirement: A minimum pH of 11.0 and maximum pH of 13.0, when tested in accordance with current Federal Specification P-D1800A, including any updates.

#### 3.4.2.2 CATEGORY 1 & 2; PRICE LINE 00002 AND PRICE LINE 00007 -

Detergent with Metal Protection, for Pot and Pan Cleaning in Solid, Encapsulated/Granulated or Liquid Form.

A. The product shall be a non-abrasive cleaning material for the mechanical (dishwashing machine) cleaning of pots and pans, glassware, dishes, flatware and related utensils, and laboratory glassware. This product is for use on aluminum items.

B. The product shall contain biodegradable detergent(s), wetting agent(s), alkaline builder(s) and water conditioner(s) designed to increase detergency.

C. The product furnished shall also meet the following requirements:

1. **PHOSPHATES** - The phosphate content shall be between 0 to 4% by weight, (P2O5) when tested in accordance with current Federal Specification P-D 1800A, including any updates.

2. **TOTAL ALKALINITY** - The total alkalinity shall not exceed 22% by weight, expressed as Na2O, when tested in accordance with current Federal Specification P-D 1800A, including any updates.

3. **SOAP** - The compound shall show no evidence of soap when tested in accordance with current Federal Specification P-D 1800A, including any updates.

4. **SILICATES** - The silicates shall be not less than 12% by weight, expressed as total SiO2, when tested in accordance with ASTM D 800.

5. **REACTION TO METALS** - The detergent shall meet the requirements below when tested in accordance with current ASTM D-3565 test procedures for chinaware, including any updates.

**Note:** Metal is correlated to the same test method as chinaware with the same test parameters, but different materials (metal). All tests shall be done at 0.3% concentration at 160 Degrees F. These tests indicate a degree of safety on metals used in food handling equipment, utensils and dishwashing machines. Products so tested shall not exceed weight loss values as indicated, and shall show typical appearance after test as noted below:

<b>MAXIMUM WT. LOSS</b>	<b>STAINLESS STEEL 302</b>	<b>GALVANIZED IRON</b>	<b>COPPER</b>	<b>YELLOW BRASS</b>
mg/sq. dm/hr.	0.16	4.99	0.61	0.47
Test Period, Hrs.	18	18	18	18
Discoloration	None	Gray	None	None
Dulling	None	Spotty	None	None
Etching	None	None	None	None
Pitting	None	None	None	None
Accretion	None	Gray Deposit	None	None
Localized Attack	None	Spotty	None	None

6. **TOXICITY** - The ingredients used in formulating the compound shall not be contaminated with toxic amounts of poisonous compounds such as those of arsenic, lead, mercury, antimony, or other compounds having deleterious effects. The compound shall not contain more than 0.003% heavy metals expressed as lead.

7. **TEST:** pH (1%) Aqueous Solution; Requirement: A minimum pH of 11.0 and maximum pH of 13.0, when tested in accordance with current Federal Specification P-D1800A, including any updates.

### 3.4.2.3 CATEGORY 1 & 2; PRICE LINE 00003 AND PRICE LINE 00008

Metered (Dispensed) Product for Manual Pot and Pan Cleaning in Solid, Encapsulated/Granulated or Liquid Form.

- A. The product shall be a non-abrasive cleaning material for the manual cleaning of pots and pans, glassware, dishes, flatware and related utensils, and laboratory glassware.
- B. The product shall contain biodegradable detergents wetting agent(s), alkaline builder(s) and organic water conditioner(s) designed to increase detergency.
- C. The product shall be mild to hands if hands are not protected with gloves.
- D. The product furnished shall also meet the following requirements:

1. **PHOSPHATES** - The phosphate content shall be 0% by weight, (P2O5) when tested in accordance with current Federal Specification P-D 1800A, including any updates.
2. **SOAP** - The compound shall show no evidence of soap when tested in accordance with current Federal Specification P-D 1800A, including any updates.
3. **REACTION TO METALS** - The detergent shall meet the requirements below when tested in accordance with current ASTM D-3565 test procedures for chinaware, including any updates.

Note: Metal is correlated to the same test method as chinaware with the same test parameters, but different materials (metal). All tests shall be done at 0.3% concentration at 160 Degrees F. These tests indicate a degree of safety on metals used in food handling equipment, utensils and dishwashing machines. Products so tested shall not exceed weight loss values as indicated, and shall show typical appearance after test as noted below:

MAXIMUM WT. LOSS	STAINLESS STEEL 302	GALVANIZED IRON	COPPER	YELLOW BRASS
mg/sq. dm/hr.	0.16	4.99	0.61	0.47
Test Period,	18	18 Hrs.	18	18
Discoloration	None	Gray	None	None
Dulling	None	Spotty	None	None
Etching	None	None	None	None
Pitting	None	None	None	None
Accretion	None	Gray Deposit	None	None
Localized Attack	None	Spotty	None	None

4. **TOXICITY** - The ingredients used in formulating the compound shall not be contaminated with toxic amounts of poisonous compounds such as those of arsenic, lead, mercury, antimony, or other compounds having deleterious effects. The compound shall not contain more than 0.003% heavy metals expressed as lead.

#### 3.4.2.4 CATEGORY 1 & 2; PRICE LINE 00004 & PRICE LINE 00009

Rinse Additive, Concentrate in Liquid Form.

- A. This specification covers a chemical surface-active agent designed specifically for use in a rinse injector mechanism. When properly proportioned and mixed with the final rinse water of a commercial dishwashing machine, it will speed dry, reduce water spotting and filming, eliminate the need for expensive mechanical air

drying or unsanitary toweling, and give better sanitary conditions to eating utensils washed in the dishwashing machine.

B. The product furnished shall also meet the following requirements:

1. The product shall not be corrosive to the rinse injectors, the dishwashing machine, or the utensils to be washed in the machine.
2. The product shall be non-foaming and non-ionic, have wetting agents and shall be formulated to provide excellent wetting and sheeting ability.
3. The product shall be clear, containing no sediments and/or volatile solvents.
4. The product shall not contain alcohols or aromatic solvents.
5. The product shall be usable in both soft and hard water.
6. The product shall be a concentrated, free-flowing liquid at ordinary room temperature.
7. **TOXICITY** - The ingredients used in formulating the compound shall not be contaminated with toxic amounts of poisonous compounds such as those of arsenic, lead, mercury, antimony, or other compounds having deleterious effects. The compound shall not contain more than 0.003% heavy metals expressed as lead.
8. **PHOSPHATES** - The phosphate content shall be 0% by weight, (P205) when tested in accordance with current Federal Specification P-D 1800A, including any updates.

#### 3.4.2.5 CATEGORY 1 & 2; PRICE LINE 00005 AND PRICE LINE 00010

All Purpose Lime Solvent for Mechanical (In-Place) Deliming in Liquid Form.

A. The product shall be a non-abrasive liquid acid detergent, suitable for deliming and stain removal from metal, glass, ceramic, and tile or cement surfaces. To be used for "in place" deliming.

B. When handled and used as recommended by the contractor, the product shall give satisfactory results as judged by the responsible Agency head.

C. The product shall be compounded of specially selected acidic raw materials, corrosion inhibitors and organic detergents to reduce or eliminate attack on equipment to be cleaned, while providing maximum cleaning speed and reduced labor.

D. The product shall be designed for use in all water conditions.

E. The product shall contain low-foaming wetting agent(s).

F. The reaction products shall be soluble, and shall be held in suspension for ease of removal.

G. **PHOSPHATES** - The phosphate content shall be 0%, the organic acid content shall be between 38-42%, and shall exclude corrosive inorganic mineral acids, when tested in accordance with current Federal Specification P-D 1800A, including any updates.

H. When tested for corrosive affects on steel, delimer product must be in accordance with current Federal Specification PS-120B, including any updates. Loss of weight of steel must be less than .15%.

#### 3.4.2.6 SPECIFICATION FOR PRE-MEASURED, POWDERED, WATER-SOLUBLE POT & PAN DETERGENT PACKETS (PRICE LINE 000011)

##### 1.Scope:

This specification covers a pre-measured, concentrated, powdered pot & pan detergent contained within water-soluble pockets. Each individual water-soluble packet must weigh a minimum of 0.5 ounces.

The product must be designed for institutional kitchen use. The product must dissolve quickly and remove grease and cooked on food from dishes, glassware, flatware, pots and pans.

## **2.Applicable Specifications and Standards:**

Unless otherwise specified, the detergent packets must meet the current Federal Standards and ASTM requirements listed below:

### **Federal Standard**

**FED-STD-536** – Soap and Soap Products (including synthetic detergents); Sampling and Testing.

### **AMERICAN SOCIETY FOR TESTING AND MATERIALS**

**ASTM D501** - Standard methods of sampling and chemical analysis of alkaline detergents.

**ASTM D460** - Methods for sampling and chemical analysis of soaps and soap products.

**ASTM E 70** - Standard method of test for pH of aqueous solutions with a glass electrode.

**ASTM D820** - Standard test methods for chemical analysis of soaps containing synthetic detergents.

## **3. Material Requirements:**

The pot & pan detergent compound must be a free-flowing powder formulated from chelating agents, surfactants, builders, silicates, water softening agents, and other materials as necessary to provide the cleaning properties required within this specification. The detergent compound must be capable of entirely removing food residues, greasy films, and baked on substances from pots & pans.

## **4.Description:**

The powdered pot & pan detergent must be concentrated and contained within pre-measured, water-soluble 0.5-ounce packets. The detergent must be biodegradable and phosphate-free. Each packet shall be designed to combine with up to 5 gallons of hot water when used to clean pots and pans.

## **5. Appearance:**

The product must be packaged in the manufacturer's standard sturdy packaging, which must be sufficiently durable to ensure safe delivery. Since packets are water-soluble, the master carton or plastic pail must provide sufficient protection against packet deterioration through overexposure to moisture or high humidity during shipping.

## **6. Chemical and Physical Requirements:**

The powdered pot & pan detergent must conform to the requirements listed in Table I below:

**Table I Requirements**

<b>REQUIREMENT</b>	<b>MINIMUM PERCENTAGE</b>	<b>MAXIMUM PERCENTAGE</b>	<b>TEST METHOD ASTM</b>
Moisture and Volatile Matter at 105 Degrees C		10%	D501
Total Surfactant Content	20.0%		D501/D460



pH (1% solution)	8.0%	11.0	E-70
Phosphates		None	D501
Silicates as SiO <sub>2</sub>		10.0%	D501
Carbonates As Na <sub>2</sub> CO <sub>3</sub>		50%	D501/D460
Solubility	Must be 100%		D501/D460
Water Conditioners	Must soften water completely		D1126(P-D-1800A)
Foam Height		1.5 cm.	P-D 1800A

## 7. Odor:

The detergent packets must not possess an odor of solvent or pungent, acrid, or other unpleasant odor and shall not impart such odors to pots, pans, flatware, tableware or any other items cleaned with this detergent.

## 8. Abrasiveness/Corrosion:

The detergent must be non-abrasive and non-corrosive in reference to all types of metal, chinaware, and glassware.

## 9. Color:

The color of the powdered detergent shall be pink. Presence of foreign particles is unacceptable.

## 10 Labeling:

The product labeling must be in compliance with Section 3.5 of this RFP. Each master carton or pail must be labeled with the following information:

Brand and Manufacturer's Name  
Name of Product  
Quantity/Net Weight Enclosed  
Directions for Use  
Recommended Storage Precautions  
EPA Number (where applicable)  
CAS Number (where applicable)  
Ingredients

The containers shall be labeled in accordance with the Federal Hazardous Substances Act and the New Jersey Worker and Community Right to Know Act.

The Directions for Use must include the proper ratio of 5 gallons maximum water for each packet. Each shipment of product shall include a copy of the Material Safety Data Sheet.

## 11. Shelf - Life:

The finished packaged product shall remain stable and not agglomerate, become sour, change in appearance, deteriorate, nor lose detergent effectiveness for a minimum of one (1) year stored in closed shipping containers at a temperature range from 32 to 100 degrees F.

## 3.5 PACKAGING AND LABELING

3.5.1 The packaging must be packaged in new containers constructed to ensure adequate protection of shelf life, and shall be packaged in the following sizes:

3.5.1.1 The solid and encapsulated/granulated machine detergent must be packed in a plastic container with or without handle and shall be in vapor/moisture proof packages not to exceed fifteen (15) pounds. The case weight shall not exceed sixty (60) pounds.

3.5.1.2 The liquid machine detergent container sizes are not to exceed 15 gallons.

3.5.1.3 The contractor must supply various container sizes to agencies not to exceed the sizes as identified above. Smaller containers shall be made available and shall be identified in Section 4.4.2.6 of this RFP, under "Container Sizes Available".

3.5.2 All compounds must be packed in commercial containers of the type, size and kind appropriate for the product it contains and must be constructed so as to ensure safe delivery and acceptance of the product.

3.5.3 All packaging and all shipping practices are to be in complete compliance with applicable federal, state and local laws and regulations.

3.5.4 All packages of compounds must be labeled with the following information:

Brand and Manufacturer's Name
Name of Product
Quantity Enclosed
Direction for Use
Recommended Storage Precautions
EPA # (where applicable)
CAS # (where applicable)
Ingredients

3.5.5 Any product that poses potential hazards to personnel or property must have a warning label which conforms with federal requirements and the Worker and Community Right to Know Act. An antidote statement must be included where required. All products must comply with pertinent OSHA rules, regulations and guidelines.

3.5.6 Violation of shipping and packaging requirements may be grounds for contract cancellation.

3.5.7 Contractor(s) is required to submit material safety data sheets with each product delivered. (Refer to Section 5.9 of this RFP).

### 3.6 SECURITY MEASURES

3.6.1 The contractor and its personnel shall be subject to and shall comply with all security regulations and procedures at each correctional facility. The special delivery requirements are identified on Supplement #3 of this RFP and is subject to change at any time. All contractor drivers and carrier drivers (including UPS and similar delivery services) will be subject to all security measure regulations and requirements at each individual correctional facility. This may include body and vehicle searches for contraband, as well as prohibited items.

3.6.2 The maximum security facilities have the most stringent security restrictions. Compliance with these requirements may require driver time and patience, but must be followed explicitly. Failure to deliver or provide service at any correctional facility will be the responsibility of the contractor and may be sufficient cause for contract cancellation.

### 3.7 AGENCY RESPONSIBILITY:

3.7.1 The automatic dishwashing machine product types requested by each individual Using Agency, at the time the survey was conducted, are identified in Supplement #1. This information is subject to change and will not be construed as a guarantee that the Using Agencies will utilize the product type(s) identified. The pots and pan product types are also identified on Supplement #1. However, the Using Agencies will utilize the pots and pan product type that is awarded.

3.7.2 The Using Agencies, at anytime are permitted to select another awarded group, but must provide the current contractor thirty (30 ) days notice to remove existing dispensing equipment, or if same contractor, must provide thirty (30) days notice of product type change.

3.7.3 It shall be the responsibility of the Using Agency to notify the previous contractor when a new hook-up has been completed at each Using Agency. The previous contractor then has fifteen (15) calendar days (from date of notification) to remove his equipment and plug all holes made for the installation and use of his equipment and products.

## 4.0 PROPOSAL PREPARATION AND SUBMISSION

### 4.1 GENERAL

The bidder must follow instructions contained in this RFP and on the bid cover sheet in preparing and submitting its bid proposal. The bidder is advised to thoroughly read and follow all instructions.

The first page (face) of this RFP shall be signed by an authorized representative of the bidder. However, if the bidder is a limited partnership, the first page (face) of this RFP must be signed by a general partner. If the bidder is a joint venture, the first page (face) of this RFP must be signed by a principal of each party to the joint venture. Failure to comply will result in rejection of the bid proposal.

Pricing and information sheets must be completed in their entirety. Failure to comply with this requirement may result in rejection of the bid proposal.

No changes or white outs will be permitted on the specification sheets, unless each change is initialed and dated in ink by the bidder.

### 4.2 PROPOSAL DELIVERY AND IDENTIFICATION

In order to be considered, a bid proposal must arrive at the Purchase Bureau in accordance with the instructions on the RFP cover sheet. Bidders are cautioned to allow adequate delivery time to ensure timely delivery of bid proposals. State regulation mandates that late bid proposals are ineligible for consideration.

**THE EXTERIOR OF ALL BID PROPOSAL PACKAGES MUST BE LABELED WITH THE BID IDENTIFICATION NUMBER, FINAL BID OPENING DATE AND THE BUYER'S NAME.** All of this information is set forth at the top of the RFP cover sheet.

### 4.3 NUMBER OF BID PROPOSAL COPIES

Each bidder must submit one **(1) complete original bid proposal**, clearly marked as the "ORIGINAL" bid proposal. Each bidder should submit **five (5) full, complete and exact copies** of the original. The copies requested are necessary in the evaluation of the bid proposal. Bidders failing to provide the requested number of copies will be charged the cost incurred by the State in producing the requested number of copies. It is suggested that the bidder make and retain a copy of its bid proposal.

### 4.4 PROPOSAL CONTENT

The bid proposal should be submitted in one volume and that volume divided into four (4) sections as follows:

- Section 1 - Forms (Section 4.4.1)

CONTENTS	RFP SECTION REFERENCE	COMMENTS
Forms	<u>Cover sheet</u>	Completed and signed cover sheet (Page 3 of this RFP)
	<u>4.4.1.1</u>	Ownership Disclosure Form ( <u>Attachment 1</u> )
	<u>4.4.1.2</u>	MacBride Principles Certification ( <u>Attachment 2</u> )
	<u>4.4.1.3</u>	Affirmative Action Employee Information Report or New Jersey Affirmative Action Certificate ( <u>Attachment 3</u> )
	<u>1.1 of the Standard Terms &amp; Conditions</u>	Business Registration from Division of Revenue

#### 4.4.1 SECTION 1 – FORMS

##### 4.4.1.1 OWNERSHIP DISCLOSURE FORM

In the event the bidder is a corporation or partnership, the bidder must complete the attached Ownership Disclosure Form. A completed Ownership Disclosure Form must be received prior to or accompany the bid proposal. Failure to do so will preclude the award of a contract.

The Ownership Disclosure Form is attached as [Attachment 1](#) to this RFP.

#### 4.4.1.2 MACBRIDE PRINCIPLES CERTIFICATION

The bidder must complete the attached MacBride Principles Certification evidencing compliance with the MacBride Principles. Failure to do so may result in the award of the contract to another vendor.

The MacBride Principles Certification Form is attached as [Attachment 2](#) to this RFP

#### 4.4.1.3 AFFIRMATIVE ACTION

The bidder must complete the attached Affirmative Action Employee Information Report, or, in the alternative, supply either a New Jersey Affirmative Action Certificate or evidence that the bidder is operating under a Federally approved or sanctioned affirmative action program. The requirement is a precondition to entering into a State contract.

The Affirmative Action Forms are attached as [Attachment 3](#) to this RFP

#### 4.4.2 SUBMITTALS

##### 4.4.2.1 SUBMITTALS TO BE INCLUDED WITH THE BID PROPOSAL:

The bid proposal shall include all submittals, labeled and completed as described below. Failure to comply may make it impossible for the State to fully evaluate the bidder's bid proposal and therefore be cause for bid rejection.

- a. Price Schedule - fill in the price sheet(s) completely, providing all the information requested.
- b. Complete chemical/technical specifications, including recommended usage (number of ounces of the product per gallon of water to obtain satisfactory performance) for each product bid. The bidder will also demonstrate from this information how each product offered conforms to each requirement set forth in the Product/Performance Specifications section of this RFP (Sections 3.4 through 3.4.2.6). Bidder should clearly cross reference RFP section, as well as RFP page numbers.
- c. An authentic label or legible copy of the label for each product offered.
- d. Complete descriptive technical literature on the dispensing and injector equipment it proposes to install on the dishwashing machines.
- e. A copy of the Lease agreement with complete dispenser specifications in accordance with Section 3.2.4 of this RFP.
- f. Complete **Section 4.4.2.3** - Bidder's Data Sheet in its entirety indicating name, address and phone number of individual that may be contacted at all times if information, service, or problem solving is requested by the Using Agency, including sales and service personnel indicating the minimum number of service personnel who are technically qualified to service dispensers and provide assistance in solving problems with the detergent supplied.
- g. **Section 4.4.2.4** - Reference Data Sheets-Proof of Previous Satisfactory Customer Service indicating firm, name of individual, phone number and length of time services were provided to firm.
- h. **Section 4.4.2.5** - Mandatory Contractor Data Sheet - Terminated Contracts - Contracts indicating any contracts your firm lost during the last three years along with the reason the contract was terminated for each job. List name of contact person and phone number.

**I. Section 4.4.2.6 - Container Sizes Available** - Available Container Sizes indicating all smaller container sizes available for each product offered.

#### 4.4.2.2 DISCLOSURE OF PRODUCT COMPOSITION

If requested by the State, the bidder must furnish material safety data sheets (MSDS) or manufacturers' equivalent information sheets on the products and/or chemicals used in performing the services specified in this RFP during the bid evaluation process. These sheets must list complete chemical ingredients including the percentage composition of each ingredient in the mixture down to 0.1%, and the chemical abstract services numbers for those substances listing any potentially hazardous products, which may produce gas during or following application. Failure to provide MSDS sheets when requested during the bid evaluation process will result in rejection of the bid for that particular product(s).

#### 4.4.2.3 BIDDER DATA SHEET

The bidder must provide all of the information requested. The bidder may provide its response on a separate attachment but should clearly note here that it is doing so:

1. Name of individual that may be contacted at all times if information, service, or problem solving is required by the Using Agency. This service shall be available at no additional charge.

**(PLEASE PRINT OR TYPE)**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

2. Years of this individual's experience in servicing similar accounts: \_\_\_\_\_

3. Identify the similar accounts this individual has serviced:

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#### **SALES AND SERVICE PERSONEL:**

Bidder must identify below the number of service personnel available who are technically qualified to service dispensers and provide assistance to Using Agencies in solving problems with the detergent supplied:

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#### **List of Sales and Services Personnel to be contacted when using this contract:**

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**Additional sheets may be used. This sheet must be legible, as this will become part of the contract document.**

#### 4.4.2.4 REFERENCE DATA SHEETS - SATISFACTORY CUSTOMER SERVICE

The bidder must provide all of the information requested. The bidder may provide its response on a separate attachment but should clearly state here that it is doing so:

Supply the name(s) of present customers you are servicing for contracts of a similar size and scope to those required by this RFP. The State reserves the right to visit these locations and verify production.

1. Name of customer provided as reference:\_\_\_\_\_

Name of individual State may contact to verify reference:

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Phone # of contact person:\_\_\_\_\_

Length of time services provided by the bidder to this customer:

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2. Name of customer provided as reference:\_\_\_\_\_

Name of individual State may contact to verify reference:

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Phone # of contact person:\_\_\_\_\_

Length of time services provided by the bidder to this customer:

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3. Name of customer provided as reference:\_\_\_\_\_

Name of individual State may contact to verify reference:

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Phone # of contact person:\_\_\_\_\_

Length of time services provided by the bidder to this customer:

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#### 4.4.2.5 MANDATORY CONTRACTOR DATA SHEET - TERMINATED CONTRACTS

The bidder must provide all of the information requested. The bidder may provide its response on a separate attachment but should clearly state here that it is doing so:

Provide a list of contracts, if any, your firm has been terminated from during the last three years along with the reason that your contract was terminated. List name of contact person and phone number of the firm which terminated your firm's contract.

1. Name of Firm:\_\_\_\_\_

Contact Person:\_\_\_\_\_

Phone Number:\_\_\_\_\_

Reason for Termination:\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Name of Firm:\_\_\_\_\_

Contact Person:\_\_\_\_\_

Phone Number:\_\_\_\_\_

Reason for Termination:\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. Name of Firm:\_\_\_\_\_

Contact Person:\_\_\_\_\_

Phone Number:\_\_\_\_\_

Reason for Termination:\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**4.4.2.6 - CONTAINER SIZES AVAILABLE (LIST SIZES AVAILABLE FOR EACH ITEM WITHIN A GROUP) -  
USE ADDITIONAL SHEETS IF NECESSARY:**

**A. Solid/Encapsulated Granulated Group:**

Item 1:\_\_\_\_\_

Item 2:\_\_\_\_\_



Item 3: \_\_\_\_\_

Item 4: \_\_\_\_\_

Item 5: \_\_\_\_\_

**B. Liquid Group:**

Item 1: \_\_\_\_\_

Item 2: \_\_\_\_\_

Item 3: \_\_\_\_\_

Item 4: \_\_\_\_\_

Item 5: \_\_\_\_\_

**4.4.2.7 SAMPLES/SAMPLE TESTING**

Products offered must be in accordance with this RFP. Bid samples for Pricing Lines (00001 - 00005), (00006 thru 00010) and (00011), for evaluation and testing purposes must be made available at no charge and delivered to DSS, Quality Assurance Unit, at the bidder's expense. If requested the bidder must provide samples within five (5) working days following a written request from the State. The bidder(s) will label its samples with its name, the bid solicitation number, item number, bid opening date and submit bid samples to the DSS, Quality Assurance Unit, 1620 Stuyvesant Avenue, Trenton NJ 08625 Attn: Kevin Ryan. Bid samples will not be returned. The Quality Assurance Unit will conduct laboratory tests to assure that the bid samples submitted for Pricing Lines (00001 thru 00005), (00006 thru 00010) and (00011) conform to this RFP. The State reserves the right to perform any tests necessary to assure that the bid samples conform to this RFP for Pricing Lines (00001- 00005), (000006 thru 00010) and (00011). The testing results of the Quality Assurance Unit is final.

**4.4.2.8 FINANCIAL CAPABILITY OF THE BIDDER**

The bidder shall provide proof of its financial capacity and capabilities to undertake and successfully complete the contract. To satisfy this requirement, the bidder shall submit a certified financial statement, including applicable notes, reflecting the bidder's assets, liabilities, net worth, revenues, expense, profit or loss and cash flow for the most recent calendar year or the bidder's most recent fiscal year; or if a certified financial statement is not available, then either a reviewed or compiled statement from an independent accountant setting forth the same information required for the certified financial statement. In addition, the bidder must submit a bank reference.

**4.4.3 COST PROPOSAL**

The bidder must submit its pricing using the State supplied price sheet(s) attached to this RFP. Failure to submit all information required will result in the bid being considered non-responsive. Each bidder is required to hold its prices firm through issuance of contract.

**4.4.4 METHOD OF BIDDING OR PRICE SHEETING INSTRUCTIONS**

Pricing and information sheets must be completed in their entirety. Failure to comply with this requirement may result in rejection of the bid proposal.

4.4.4.1 Prices shall include the dishwashing compounds, furnishing and installation of dishwashing compound dispensers and rinse additive injectors, as well as furnishing technically trained service personnel for monthly

and emergency service, as provided for herein, at no additional cost to the State. Prices shall also include all other requirements of this RFP.

4.4.4.2. Bidders shall complete pricing and information listed for each product as follows:

- a. Submit its undiluted total price per gallon/pound for each item in the bid-pricing column of the bid pricing sheets.
- b. Enter on the bid pricing sheets below description for each item within a group, the manufacturer, product type; i.e., liquid, solid/encapsulated granulated, if applicable; brand, pounds per gallon, price per pound and recommended dilution ratio.
- c. There are three groups of pricing sheets; Group One for the Encapsulated Granulated Machine Detergent group (Price Lines 00001 through 00005); Group Two: for the Liquid Machine Detergent group (Price Lines 00006 through 00010), and Group Three for powdered packets for pot and pan detergent (Price Line 00011). The product types permitted for each group and item are identified below:

<b>Solid/Encapsulated Granulated Group</b>	<b>Liquid Group</b>	<b>POWDERED PACKET</b>
Line Item 00001 Solid or Encap/Gran.	Line Item 00006 Liquid	Line Item 000111 Powdered Packet
Line Item 00002 Liquid, Solid or Encap/Gran.	Line Item 00007 Liquid, Solid or Encap/Gran.	
Line Item 00003 Liquid, Solid or Encap/Gran.	Line Item 00008 Liquid, Solid or Encap/Gran.	
Line Item 00004 Liquid	Line Item 00009 Liquid	
Line Item 00005 Liquid	Line Item 00010 Liquid	

- d. Bidders do not have to bid all three groups. However, all items within a group must be bid. Failure to do so will result in bid rejection for that group.

**Group/Category #1 - Solid/Encapulated Granulated Pricing Sheet - Price Lines #00001 -#00005.**

**Group/Category #2: Liquid Pricing Sheet - Price Lines #00006 -#00010.**

**Group/Category #3: Powdered Packet Pot and Pan Detergent Price Line #00011**

- e. Failure to submit all information requested may result in your bid proposal being considered non-responsive.

## **5.0 SPECIAL CONTRACTUAL TERMS AND CONDITIONS**

### **5.1 PRECEDENCE OF SPECIAL CONTRACTUAL TERMS AND CONDITIONS**

The contract awarded as a result of this RFP shall consist of this RFP, addendum to this RFP, the contractor's bid proposal and the Division's Notice of Award.

Unless specifically stated within this RFP, the Special Contractual Terms and Conditions of the RFP take precedence over the Standard Terms and Conditions of the RFP, as per attached [Appendix 1](#)

In the event of a conflict between the provisions of this RFP, including the Special Contractual Terms and Conditions and the Standard Terms and Conditions, and any Addendum to this RFP, the Addendum shall govern.

In the event of a conflict between the provisions of this RFP, including any Addendum to this RFP, and the bidder's bid proposal, the RFP and/or the Addendum shall govern.

### **5.2 BUSINESS REGISTRATION**

See Standard Terms & Conditions, [Appendix 1, Section 1.1](#).

### **5.3 CONTRACT TERM AND EXTENSION OPTION**

The term of the contract shall be for a period of two (2) years. The anticipated "Contract Effective Date" is provided on the cover sheet of this RFP. If delays in the procurement process result in a change to the anticipated Contract Effective Date, the bidder agrees to accept a contract for the full term of the contract. The contract may be extended for all or part of two (2), one-year periods, by the mutual written consent of the contractor and the Director.

### **5.4 CONTRACT TRANSITION**

In the event that a new contract has not been awarded prior to the contract expiration date, as may be extended herein, it shall be incumbent upon the contractor to continue the contract under the same terms and conditions until a new contract can be completely operational. At no time shall this transition period extend more than ninety (90) days beyond the expiration date of the contract.

### **5.5 AVAILABILITY OF FUNDS**

The State's obligation to pay the contractor is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the State for payment of any money shall arise unless funds are made available each fiscal year to the Using Agency by the Legislature.

### **5.6 CONTRACT AMENDMENT**

Any changes or modifications to the terms of the contract shall only be valid when they have been reduced to writing and signed by the contractor and the Director.

### **5.7 PROCEDURAL REQUIREMENTS AND AMENDMENTS**

5.7.1 The contractor shall comply with procedural instructions that may be issued from time to time by the Director.

5.7.2 During the period of the contract, no contractual changes are permitted, unless approved in writing by the Director.

5.7.3 The State reserves the right to separately procure individual requirements that are the subject of the contract during the contract term, when deemed by the Director to be in the State's best interest.

## 5.8 ITEMS ORDERED AND DELIVERED

The Using Agencies are authorized to order and the contractors are authorized to ship only those items covered by the contract resulting from this RFP. If a review of orders placed by the Using Agencies reveal that material other than that covered by the contract has been ordered and delivered, such delivery shall be a violation of the terms of the contract and may be considered by the Director in the termination of the contract or in the award of any subsequent contract. The Director may take such steps as are necessary to have the items returned by the Using Agency, regardless of the time between the date of delivery and discovery of the violation. In such event, the contractor shall reimburse the State the full purchase price.

The contract involves items which are necessary for the continuation of ongoing critical State services. Any delay in delivery of these items would disrupt State services and would force the State to immediately seek alternative sources of supply on an emergency basis. Timely delivery is critical to meeting the State's ongoing needs.

## 5.9 DISCLOSURE OF PRODUCT COMPOSITION

If requested by the State during the term of the contract, the contractor must furnish MSDS or manufacturer's equivalent information sheets on the products and/or chemicals used in performing the services specified in the contract to the Using Agency. These sheets must list complete chemical ingredients including the percentage composition of each ingredient in the mixture down to 0.1%, and the chemical abstract services numbers for those substances listing any potentially hazardous products, which may produce gas during or following application.

## 5.10 REMEDIES FOR NON-PERFORMANCE

In the event that the contractor fails to comply with any material contract requirements, the Director may take steps to terminate the contract in accordance with the State administrative code. In this event, the Director may authorize the delivery of contract items by any available means, with the difference between the price paid and the defaulting contractor's price either being deducted from any monies due the defaulting contractor or being an obligation owed the State by the defaulting contractor.

- 5.11 All products must conform in every respect to the standards and regulations established by Federal and New Jersey State laws.
- 5.12 All products shall be manufactured and packaged under modern sanitary conditions in accordance with good commercial practice.
- 5.13 All products are to be packaged in sizes as specified in this RFP and shall be packaged in such a manner as to insure delivery in first class condition and properly marked for identification. All shipments must be comprised of original cartons associated with the commercial industry represented by the actual product contained within each carton. Deliveries containing re-used, re-labeled, re-worked or alternate cartons are subject to rejection by the Using Agency at the contractor's expense.

## 5.14 CONTRACTOR'S SAMPLE TESTING

The State reserves the right to test random samples to verify conformance to specifications. If the samples tested do not conform to the specifications of this RFP, the contractor will be charged the cost of the test and the State will demand a refund for all non-conforming material. The contractor will be subject to having its contract canceled and charged any difference in price incurred by the State for purchasing the product elsewhere. The State will assume the incurred costs if the samples tested indicate specification conformance. The cost of the test, the refund and/or the difference in price shall be paid within thirty (30) days.

## 5.15 TEST SPECIFICATIONS

The State reserves the right, at any time during the contract, to request that contracted products be tested at an independent lab which specializes in the analysis of the types of products in dishwashing compounds and as listed in the current directory of ASTM directory of testing laboratories to assure that all products meet or

exceed the test criteria. The contractor will be held responsible for its products meeting or exceeding all test standards and specifications set forth in the Product/Performance Specifications section of this. If so requested, the contractor shall submit the test results within thirty (30) days of request.

## **5.16 INSURANCE**

Evidence of required insurance coverage as stated in paragraph 2.3 of the Standard Terms and Conditions will be submitted upon request.

## **5.17 COMPLIANCE**

5.17.1 Contractor(s) will be held responsible for complete compliance with all current (applicable) EPA and OSHA regulations. The securing of this information will remain the responsibility of the contractor.

5.17.2 Contractor(s) will be held responsible for complete compliance with all current (applicable) laws of the New Jersey Worker and Community Right to Know Act. The securing of this information will remain the responsibility of the contractor.

5.17.3 Any contractor found to be deliberately misrepresenting products, substituting products for those originally bid or found to be manipulating pricing information shall be subject to contract cancellation and possible debarment in accordance with the State's administrative code procedure.

5.17.4 Brands furnished must be strictly in accordance with those quoted on by the contractor. Mixed lots of different origin, trademarks or brands will not be accepted.

## **5.18 CONTRACT ACTIVITY REPORT**

In conjunction with the standard record keeping requirements of this contract, as listed in paragraph 3.19 of this RFP's standard terms and conditions, the contractor must provide, on a yearly basis, to the Purchase Bureau buyer assigned, a record of all purchases made under its contract. This information must be provided in a tabular format such that an analysis can be made to determine the following:

- Contractor's total sales volume under contract, subtotaled by product.

Submission of purchase orders, confirmations, and/or invoices do not fulfill this contract requirement.

Contractors are encouraged to submit the required information in electronic spreadsheet format. The Purchase Bureau uses Microsoft Excel.

Failure to submit these mandated reports will be a factor in future award decisions.

## **5.19 PERFORMANCE BOND**

This section supplements Section 3.3b of the Standard Terms and Conditions. A performance bond is required. The amount of the performance bond is noted on the RFP cover sheet. The performance bond must be posted within 30 days of the effective date of the contract award. The performance bond must remain in full force and effect for the term of the contract and any extension thereof.

## **6.0 PROPOSAL EVALUATION/CONTRACT AWARD**

6.1 For a product bid that has been determined to be in compliance with this RFP, the contract shall be awarded on the basis of the following criteria, not necessarily listed in the order of importance:

6.1.1 Price

6.1.2 Experience of the bidder

6.1.3 The bidder's past performance under similar contracts, including if applicable, the Division's vendor performance database.

6.1.4 Submission of Appendix 3

6.1.5 Delivery time as per the cover sheet.

## **6.2 ORAL PRESENTATION AND/OR CLARIFICATION OF PROPOSAL**

After the submission of bid proposals, unless requested by the State, contact with the State is limited to status inquiries only and such inquiries are only to be directed to the buyer. Any further contact or information about the proposal to the buyer or any other State official connected with the solicitation will be considered an impermissible supplementation of the bidder's bid proposal.

A bidder may be required to give an oral presentation to the Evaluation Committee concerning its bid proposal. The Evaluation Committee may also require a bidder to submit written responses to questions regarding its bid proposal.

The purpose of such communication with a bidder, either through an oral presentation or a letter of clarification, is to provide an opportunity for the bidder to clarify or elaborate on its bid proposal. Original bid proposals submitted, however, cannot be supplemented, changed, or corrected in any way. No comments regarding other bid proposals are permitted. Bidders may not attend presentations made by their competitors.

It is within the Evaluation Committee's discretion whether to require a bidder to give an oral presentation or require a bidder to submit written responses to questions regarding its bid proposal. Action by the Evaluation Committee in this regard should not be construed to imply acceptance or rejection of a bid proposal. The Purchase Bureau buyer will be the sole point of contact regarding any request for an oral presentation or clarification.

## **6.3 TEST SPECIFICATIONS**

The bidder's signature certifies that its products meets or exceeds all specific tests and/or specifications, for the product items being bid. The bidder is responsible for having its products tested at an independent lab which specializes in the analysis of the types of products in dishwashing compounds and as listed in the current directory of ASTM directory of testing laboratories to assure all products meet or exceed the test criteria. The bidder will be held responsible for its products meeting or exceeding all test standards and specifications. Prior to award, the State reserves the right to request such tests that will indicate compliance with all requirements set forth in the Product/Performance Specifications section of this RFP (*Sections 3.4 thru 3.4.2.6*). If so requested, the tests shall be submitted within thirty (30) days of request.

## **6.4 CONTRACT AWARDS SHALL BE MADE AS FOLLOWS:**

One award will be made for each category of detergents as follows:

a) Category 1 - Group One: for the Encapsulated Granulated Machine Detergent group with service (Price Lines 00001 through 00005).

b) Category 2 - Group Two: for the Liquid Machine Detergent group with service (Price Lines 00006 through 00010).

c) Category 3 - Group Three: for powdered packets for pot and pan detergent (Price Line 00011).

One award will be made for each category with reasonable promptness by written notice to that responsible bidders whose bid proposals conforming to this RFP, are most advantageous to the State, price, and other factors considered. Any or all bid proposals may be rejected when the State Treasurer or the Director determines that it is in the public interest so to do.

In addition, bidder's pricing cannot be contingent upon receiving the liquid and solid or encapsulated/granulated awards. Bidders who place a condition or stipulation on their pricing will not be evaluated or considered.

6.4.1 For purposes of determining the awardees for each group, the Purchase Bureau will utilize a consumption model as follows:

A base figure for each product item was established by utilizing an arbitrary quantity figure of 100 gallons times the estimated percentage of usage for each item. The base figure will be multiplied by the applicable price per pound as listed on the bid pricing sheets. The end result for each item will be added together to determine the low bidder. Bidders must bid on all items within a group. Failure to do so will result in bid rejection for that group. The Using Agencies will utilize the undiluted total price per pound/gallon to purchase the detergents.

Category 1 Group 1	
% of Usage	Base Figure
ITEM 00001 - 25%	25
ITEM 00002 - 10%	10
ITEM 00003 - 40%	40
ITEM 00004 - 10 %	10
ITEM 00005 - 15%	15
-----	
100%	100%

Category 1 Group 2	
% of Usage	Base Figure
ITEM 00006 - 25%	25
ITEM 00007- 10%	10
ITEM 00008 - 40%	40
ITEM 00009 - 10 %	10
ITEM 00010 15%	15
-----	

- 6.5** After the submission of bid proposals, unless requested by the State, contact with the State is limited to status inquiries only and such inquiries are only to be directed to the buyer. Any further contact or information about the proposal to the buyer or any other State official connected with the solicitation will be considered an impermissible supplementation of the bidder's bid proposal.

## **7.0 ATTACHMENTS, SUPPLEMENTS AND APPENDICES**

7.1 Supplement #1 - Cumulative Expenditures To Date

7.2 Supplement #2 - Using Agency Addresses (No all may be listed)

7.3 Supplement #3 - Department Of Correction Delivery Schedules And Requirements



## **7.1 Supplement #1 - S Cumulative Expenditures To Date**

See Supplement

## 7.2 Supplement #2 - Using Agency Addresses (Not all may be listed)

04-X-36008

**DISHWASHING COMPOUNDS - AUTOMATIC MACHINE  
DETERGENT W/DISPENSERS & MAINTENANCE SERVICE**

### **A. Department of Corrections:**

Adult Diagnostic & Treatment Ctr.  
8 Production Way, P.O. Box 190  
Avenel, NJ 07001

Albert C. Wagner Youth Correctional Facility  
Ward Avenue, P.O. Box 500  
Bordentown, NJ 08505

Bayside State Prison  
4293 Route 47 South  
Leesburg, NJ 08327

Central Reception & Assignment  
P.O. Box 7450 Stuyvesant Avenue  
West Trenton, NJ 08628

East Jersey State Prison  
Lock Bag "R"  
Rahway, NJ 07065

Edna Mahan Correctional Facility for Women  
30 Country Road 513, P.O. Box 4004  
Clinton, NJ 08809

Garden State Reception & Youth Correctional Facility -  
Mates Inn  
P.O. Box 11401 - Highbridge Rd.  
Yardville, NJ 08620

Garden State Reception & Youth Correctional Facility  
P.O. Box 11401, Highbridge Rd.  
Yardville, NJ 08620

Mid-State Correctional Facility  
P.O. Box 866, Range Road  
Wrightstown, NJ 08662

Mountainview Youth Correctional Facility  
P.O. Box 994, Petticoat Lane  
Annandale, NJ 08801

New Jersey State Prison  
P.O. Box 861, 3rd & Federal Sts.  
Trenton, NJ 08625

SUPPLEMENT #2

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Northern State Prison  
Northern Region Pre-  
Frontage Road, PO Box 2300  
Newark, NJ 07114  
Hackensack Ave.  
Kearny, NJ 07032

Admission Unit  
30-35

Riverfront State Prison  
Delaware & Elm Sts., PO Box 9104  
Camden, New Jersey 08101

Southern State Correctional Facility  
4295 Route 47, PO Box 150  
Delmont, NJ 08314

South Woods State Prison  
215 Burlington Road South,  
PO Box 6000  
Bridgeton, NJ 08302-6000

**B. Department of Education:**

Marie H. Katzenbach School for the Deaf  
P.O. Box 535, 320 Sullivan Way  
W. Trenton, NJ 08625-0535

**C. Department of Human Services:**

Ancora Psychiatric Hospital  
202 Spring Garden Road  
Hammonton, NJ 08037-2512

Arthur Brisbane Child Treatment Center  
P.O. Box 625 Allaire Road  
Farmingdale, NJ 07727-0625

Green Brook Regional Center  
275 Green Brook Road  
Green Brook, NJ 08812

Greystone Park Psychiatric Hospital  
Central Avenue  
Morris Plains, New Jersey 07950

Hunterdon Developmental Center  
PO Box 4003  
Clinton, NJ 08809-4003

New Lisbon Developmental Center  
Rt. 72  
New Lisbon, New Jersey 08064

SUPPLEMENT #2

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North Jersey Developmental Center  
169 Minnisink Road  
Totowa, NJ 07511

Senator G.W. Hagedorn Psychiatric Hospital  
200 Sanatorium Road  
Glen Gardner, NJ 08826

Trenton Psychiatric Hospital  
P.O. Box 7500, Sullivan Way  
W. Trenton, NJ 08628

The Forensic Psychiatric Hospital  
Stuyvesant Avenue, P.O. Box 7717  
W. Trenton, NJ 08628

DYFS - Vineland Residential Center  
2000 Maple Avenue  
Vineland, NJ 08360

Vineland Developmental Center  
1676 East Landis Avenue  
Vineland, NJ 08361-2992

Woodbine Developmental Center  
P.O. Box 601, DeHirsch Avenue  
Woodbine, NJ 08270

Woodbridge Developmental Center  
P.O. Box 189, Rahway Avenue  
Rahway, NJ 07095

**D. Department of Military & Veterans Affairs**

N.J. Memorial Home - Vineland  
524 North West Boulevard  
Vineland, NJ 08360

N.J. Memorial Home - Paramus  
PO Box 608  
One Veterans Drive  
Paramus, NJ 07653-0608

**E. Department of Law & Public Safety - Juvenile Justice  
Commission (JJJC)**

NJ Training School - Jamesburg  
State Home Road, PO Box 500  
Jamesburg, NJ 08831

Juvenile Female Secure Care and  
Intake Facility - Valentines Unit  
P.O. Box 307, Burlington St.  
Bordentown, NJ 08505

SUPPLEMENT #2

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JJC - Southern Region:

Atlantic Youth Center  
800 Buffalo Avenue  
Egg Harbor, NJ 08215

Camden Community Service Center  
555 Atlantic Ave.  
Camden, NJ 08104

Campus Program  
508 Lakeland Rd., Bldg. D-5  
Blackwood, NJ 08102

Ocean Residential Group Center  
P.O. Box 195, Rt. 9 & Game Farm Rd.  
Forked River, NJ 08731

Stabilization Reintegration & Orientation Unit  
P.O. Box 585, Allaire Rd.  
Farmingdale, NJ 07727

### 7.3 SUPPLEMENT #3 - Department Of Correction Delivery Schedules And Requirements

Facility	Hours	Delivery Schedules
A.C. WAGNER YOUTH CORR. FACILITY RECEIVING GATE - WARD AVENUE BORDENTON, NJ	8:00 AM TO 2:30 PM	MONDAY - FRIDAY FIRST COME, FIRST SERVE. ALL DELIVERIES MUST BE PALLETIZED. ONLY STATE DELIVERIES ACCEPTED ON WEDNESDAYS.
ADULT DIAGNOSTIC & TREATMENT CENTER 8 PRODUCTION WAY AVENEL, NJ 07001	8:00 AM TO 10:45 AM 12:30 PM TO 2:30 PM	MONDAY - FRIDAY
BAYSIDE STATE PRISON 4293 RT. 47 LEESBURG, NJ 08327	7:00 AM TO 3:00 PM	2 RAMP PLATFORM, CAN UNLOAD TRUCKS FROM THE SIDE. FIRST COME FIRST SERVE.
CENTRAL OFFICE BUSINESS OFFICE - STOREROOM WHITTLESEY ROAD TRENTON, NJ 07001	8:00 AM TO 4:00 PM	CLOSED FOR LUNCH BETWEEN 12:00 PM AND 1:00 PM
EAST JERSEY STATE PRISON WOODBIDGE & RAHWAY AVE. AVENEL, NJ 07001	7:30 TO 12:00 PM	MONDAY - FRIDAY MAIN RECEIVING GATE. MAXIMUM SECURITY AREA. BULK DELIVERIES RECEIVED IN STOREROOM. UPS DELIVERIES IN THE OUTSIDE MAILROOM.
EAST JERSEY STATE PRISON - OUTSIDE KITCHEN WOODBIDGE & RAHWAY AVE. AVENEL, NJ 07001	6:00 AM TO 2:00 PM	MONDAY - FRIDAY PAST VISITORS PARKING AREA - MINIMUM SECURITY AREA
EDNA MAHAN CORR. FACILITY FOR WOMEN - STOREROOM - 30 COUNTY ROAD, ROUTE 513 CLINTON, NJ 08809	7:30 TO 4:00 PM	MONDAY - FRIDAY DELIVERIES ACCEPTED AT THE MAIN FOOD SERVICE BUILDING. OCCASIONAL SPECIAL REQUIREMENTS SHOULD BE CONFIRMED WITH THE INSTITUTION REGARDING DELIVERIES OF EQUIPMENT, ROCK SALT, AMMUNITION, ETC.
GARDEN STATE RECEPTION & YOUTH CORRECTIONAL FAC. HIGHBRIDGE ROAD YARDVILLE, NJ 08620	9:00 AM TO 11:00 AM 2:00 PM TO 3:00 PM	GARDEN STATE ACCEPTS DELIVERIES THROUGH THE SALLYPORT. FEDEX AND UPS DELIVER TO THE MAIL TRAILER. NON-STATE VENDORS ARE ASKED NOT TO DELIVER ON FRIDAYS.... FRIDAY DELIVERIES WILL BE SUBJECT TO DELAYS
MIDSTATE CORRECTIONAL FAC. RANGE ROAD FORT DIX, NJ	7:00 AM TO 3:30 PM	MONDAY - FRIDAY TRUCKS MUST HAVE A LIFT GATE. ONLY ONE TRUCK AT A TIME ALLOWED WITHIN THE SECURITY PERIMETER.

MOUNTAINVIEW YOUTH CORR. FAC., PETTICOAT LANE ANNANDALE, NJ 08801	8:00 AM TO 11:00 AM 1:00 PM TO 3:00 PM	MONDAY - FRIDAY
NEW JERSEY STATE PRISON MAIN GATE - THIRD AND FEDERAL STREETS, TRENTON, NJ 08625	7:00 AM TO 12:30 PM	MONDAY - FRIDAY NO TRACTOR TRAILERS, ONLY STRAIGHT BODY TRUCKS 24' MAX. ADDITIONAL INFO AVAILABLE BY CONTACTING THE SHOP MARSHALL AT (609) 633-7858
NEW JERSEY STATE PRISON - WAREHOUSE #36 171 JERSEY STREET, TRENTON, NJ 08625	5:00 AM TO 1:00 PM	ADDITIONAL INFO AVAILABLE BY CALLING (609) 633-2219
NEW JERSEY STATE PRISON - VROOM READJUSTMENT UNIT - CN 7450 STUYVESANT AVE, WEST TRENTON, NJ 08628	NO LONGER CORRECTIONS	NO LONGER CORRECTIONS
NORTHERN STATE PRISON - LOADING DOCK 168 FRONTAGE ROAD, NEWARK, NJ 07114	7:30 AM TO 2:30 PM	MONDAY - FRIDAY
RIVERFRONT STATE PRISON - ELM STREET AND DELAWARE AVE., CAMDEN, NJ 08101	8:00 AM TO 2:00 PM	MAIN RECEIVING GATE IN REAR OF THE FACILITY
SOUTHERN STATE CORRECTIONAL FACILITY 4295 RT. 47, DELMONT, NJ 08314 RECEIVING GATE	7:30 AM TO 2:00 PM	MONDAY - FRIDAY
SOUTHERN STATE CORRECTIONAL FACILITY 4295 RT. 47, DELMONT, NJ 08314 WAREHOUSE	7:30 AM TO 2:00 PM	MONDAY - FRIDAY
SOUTHERN STATE CORRECTIONAL FACILITY 4295 RT. 47, DELMONT, NJ 08314 MAILROOM	8:00 AM TO 3:30 PM	MONDAY - FRIDAY
SOUTHERN STATE CORRECTIONAL FACILITY 4295 RT. 47, DELMONT, NJ 08314 LUMBER WAREHOUSE	8:00 AM TO 2:00 PM	MONDAY - FRIDAY
CENTRAL RECEPTION AND ASSIGNMENT FAC. - STUYVESANT AVENUE WEST TRENTON, NJ 08628	8:00 AM TO 1:00 PM WEDNESDAY - FRIDAY  9:00 AM TO 1:00 PM MONDAY AND TUESDAY	NONE
SOUTHWOODS STATE PRISON 215 BURLINGTON ROAD SOUTH BRIDGETON, NJ 08302	8:00 AM TO 1:00 PM	NONE

**ATTACHMENTS -**

1. [New Jersey Standard Terms and Conditions](#)



## APPENDIX 1 NJ STATE STANDARD TERMS AND CONDITIONS

### STATE OF NEW JERSEY STANDARD TERMS AND CONDITIONS

- I. Unless the bidder is specifically instructed otherwise in the Request for Proposal, the following terms and conditions will apply to all contracts or purchase agreements made with the State of New Jersey. These terms are in addition to the terms and conditions set forth in the Request for Proposal (RFP) and should be read in conjunction with same unless the RFP specifically indicates otherwise. If a bidder proposes changes or modifications or takes exception to any of the State's terms and conditions, the bidder must so state specifically in writing in the bid proposal. Any proposed change, modification or exception in the State's terms and conditions by a bidder will be a factor in the determination of an award of a contractor purchase agreement.
- II. All of the State's terms and conditions will become a part of any contract(s) or order(s) awarded as a result of the Request for Proposal, whether stated in part, in summary or by reference. In the event the bidder's terms and conditions conflict with the State's, the State's terms and conditions will prevail, unless the bidder is notified in writing of the State's acceptance of the bidder's terms and conditions.
- III. The statutes, laws or codes cited are available for review at the New Jersey State Library, 185 West State Street, Trenton, New Jersey 08625.
- IV. If awarded a contract or purchase agreement, the bidder's status shall be that of any independent principal and not as an employee of the State.

#### **1. STATE LAW REQUIRING MANDATORY COMPLIANCE BY ALL CONTRACTORS**

- 1.1 BUSINESS REGISTRATION** - All New Jersey and out of State Corporations must obtain a Business Registration Certificate (BRC) from the Department of the Treasury, Division of Revenue prior to conducting business in the State of New Jersey. Proof of valid business registration with the Division of Revenue, Department of the Treasury, State of New Jersey, should be submitted by the bidder and, if applicable, by every subcontractor of the bidder, with the bidder's bid. No contract will be awarded without proof of business registration with the Division of Revenue. Any questions in this regard can be directed to the Division of Revenue at (609) 292-1730. Form NJ-REG. can be filed online at <http://www.state.nj.us/treasury/revenue/gettingregistered.htm#busentity>
- 1.2 ANTI-DISCRIMINATION** - All parties to any contract with the State of New Jersey agree not to discriminate in employment and agree to abide by all anti-discrimination laws including those contained within N.J.S.A. 10:2-1 through N.J.S.A. 10:2-4, N.J.S.A.10:5-1 et seq. and N.J.S.A.10:5-31 through 10:5-38, and all rules and regulations issued there under.
- 1.3 PREVAILING WAGE ACT** - The New Jersey Prevailing Wage Act, N.J.S.A. 34: 11-56.26 et seq. is hereby made part of every contract entered into on behalf of the State of New Jersey through the Division of Purchase and Property, except those contracts which are not within the contemplation of the Act. The bidder's signature on this proposal is his guarantee that neither he nor any subcontractors he might employ to perform the work covered by this proposal has been suspended or debarred by the Commissioner, Department of Labor for violation of the provisions of the Prevailing Wage Act.
- 1.4 AMERICANS WITH DISABILITIES ACT** - The contractor must comply with all provisions of the Americans With Disabilities Act (ADA), P.L 101-336, in accordance with 42 U.S.C. 12101 et seq.
- 1.5 THE WORKER AND COMMUNITY RIGHT TO KNOW ACT** - The provisions of N.J.S.A. 34:5A-1 et seq. which require the labeling of all containers of hazardous substances are applicable to this contract. Therefore, all goods offered for purchase to the State must be labeled by the contractor in compliance with the provisions of the Act.
- 1.6 OWNERSHIP DISCLOSURE** - Contracts for any work, goods or services cannot be issued to any corporation or partnership unless prior to or at the time of bid submission the bidder has disclosed the names and addresses of all its owners holding 10% or more of the corporation or partnership's stock or interest. Refer to N.J.S.A. 52:25-24.2.
- 1.7 COMPLIANCE - LAWS** - The contractor must comply with all local, state and federal laws, rules and regulations applicable to this contract and to the goods delivered and/or services performed hereunder.
- 1.8 COMPLIANCE - STATE LAWS** - It is agreed and understood that any contracts and/or orders placed as a result of this proposal shall be governed and construed and the rights and obligations of the parties hereto shall be determined in accordance with the laws of the STATE OF NEW JERSEY.

- 1.9 COMPLIANCE - CODES** - The contractor must comply with NJUCC and the latest NEC70, B.O.C.A. Basic Building code, OSHA and all applicable codes for this requirement. The contractor will be responsible for securing and paying all necessary permits, where applicable.

## **2. LIABILITIES**

- 2.1 LIABILITY - COPYRIGHT** - The contractor shall hold and save the State of New Jersey, its officers, agents, servants and employees, harmless from liability of any nature or kind for or on account of the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of his contract.
- 2.2 INDEMNIFICATION** - The contractor shall assume all risk of and responsibility for, and agrees to indemnify, defend, and save harmless the State of New Jersey and its employees from and against any and all claims, demands, suits, actions, recoveries, judgments and costs and expenses in connection therewith on account of the loss of life, property or injury or damage to the person, body or property of any person or persons whatsoever, which shall arise from or result directly or indirectly from the work and/or materials supplied under this contract. This indemnification obligation is not limited by, but is in addition to the insurance obligations contained in this agreement.
- 2.3 INSURANCE** - The contractor shall secure and maintain in force for the term of the contract liability insurance as provided herein. The contractor shall provide the State of New Jersey with current certificates of insurance for all coverages and renewals thereof which must contain the proviso that the insurance provided in the certificate shall not be canceled for any reason except after thirty days written notice to:

STATE OF NEW JERSEY  
Purchase Bureau - Bid Ref.#

The insurance to be provided by the contractor shall be as follows.

- a. General liability policy as broad as the standard coverage forms currently in use in the State of New Jersey which shall not be circumscribed by any endorsements limiting the breadth of coverage. The policy shall be endorsed to include:

1. BROAD FORM COMPREHENSIVE GENERAL LIABILITY
2. PRODUCTS/COMPLETED OPERATIONS
3. PREMISES/OPERATIONS

The limits of liability for bodily injury and property damage shall not be less than \$1 million per occurrence as a combined single limit.

- b. Automobile liability insurance which shall be written to cover any automobile used by the insured. Limits of liability for bodily injury and property damage shall not be less than \$1 million per occurrence as a combined single limit.
- c. Worker's Compensation Insurance applicable to the laws of the State of New Jersey and Employers Liability Insurance with limits not less than

\$100,000 BODILY INJURY, EACH OCCURRENCE  
\$100,000 DISEASE EACH EMPLOYEE  
\$500,000 DISEASE AGGREGATE LIMIT

## **3. TERMS GOVERNING ALL PROPOSALS TO NEW JERSEY PURCHASE BUREAU**

- 3.1 CONTRACT AMOUNT** - The estimated amount of the contract(s), when stated on the Advertised Request for Proposal form, shall not be construed as either the maximum or minimum amount which the State shall be obliged to order as the result of this Request for Proposal or any contract entered into as a result of this Request for Proposal.
- 3.2 CONTRACT PERIOD AND EXTENSION OPTION** - If, in the opinion of the Director of the Division of Purchase and Property, it is in the best interest of the State to extend a contract entered into as a result of this Request for Proposal, the contractor will be so notified of the Director's Intent at least 30 days prior to the expiration date of the existing contract. The contractor shall have 15 calendar days to respond to the Director's request to extend the contract. If the contractor agrees to the extension, all terms and conditions of the original contract, including price, will be applicable.
- 3.3 BID AND PERFORMANCE SECURITY**

- a. Bid Security - If bid security is required, such security must be submitted with the bid in the amount listed in the Request for Proposal, see N.J.A.C. 17: 12- 2.4. Acceptable forms of bid security are as follows:
  1. A properly executed individual or annual bid bond issued by an insurance or security company authorized to do business in the State of New Jersey, a certified or cashier's check drawn to the order of the Treasurer, State of New Jersey, or an irrevocable letter of credit drawn naming the Treasurer, State of New Jersey as beneficiary issued by a federally insured financial institution.
  2. The State will hold all bid security during the evaluation process. As soon as is practicable after the completion of the evaluation, the State will:
    - a. Issue an award notice for those offers accepted by the State;
    - b. Return all bond securities to those who have not been issued an award notice.

All bid security from contractors who have been issued an award notice shall be held until the successful execution of all required contractual documents and bonds (performance bond, insurance, etc. If the contractor fails to execute the required contractual documents and bonds within thirty (30) calendar days after receipt of award notice, the contractor may be found in default and the contract terminated by the State. In case of default, the State reserves all rights inclusive of, but not limited to, the right to purchase material and/or to complete the required work in accordance with the New Jersey Administrative Code and to recover any actual excess costs from the contractor. Collection against the bid security shall be one of the measures available toward the recovery of any excess costs.

- b. Performance Security - If performance security is required, the successful bidder shall furnish performance security in such amount on any award of a term contractor line item purchase, see N.J.A.C. 17: 12- 2.5. Acceptable forms of performance security are as follows:
  1. The contractor shall be required to furnish an irrevocable security in the amount listed in the Request for Proposal payable to the Treasurer, State of New Jersey, binding the contractor to provide faithful performance of the contract.
  2. The performance security shall be in the form of a properly executed individual or annual performance bond issued by an insurance or security company authorized to do business in the State of New Jersey, a certified or cashier's check drawn to the order of the Treasurer, State of New Jersey, or an irrevocable letter of credit drawn naming the Treasurer, State of New Jersey as beneficiary issued by a federally insured financial institution.

The Performance Security must be submitted to the State within 30 days of the effective date of the contract award and cover the period of the contract and any extensions thereof. Failure to submit performance security may result in cancellation of contract for cause pursuant to provision 3.5b,1, and nonpayment for work performed.

**3.4 VENDOR RIGHT TO PROTEST - INTENT TO AWARD** - Except in cases of emergency, bidders have the right to protest the Director's proposed award of the contract as announced in the Notice of Intent to Award, see N.J.A.C. 17:12-3.3. Unless otherwise stated, a bidder's protest must be submitted to the Director within 10 working days after receipt of written notification that his bid has not been accepted or that an award of contract has been made. In the public interest, the Director may shorten this protest period, but shall provide at least 48 hours for bidders to respond to a proposed award. In cases of emergency, stated in the record, the Director may waive the appeal period. See N.J.A.C. 17: 12- 3 et seq.

### **3.5 TERMINATION OF CONTRACT**

- a. Change of Circumstances

Where circumstances and/or the needs of the State significantly change, or the contract is otherwise deemed no longer to be in the public interest, the Director may terminate a contract entered into as a result of this Request for Proposal, upon no less than 30 days notice to the contractor with an opportunity to respond.

In the event of such termination, the contractor shall furnish to the using agency, free of charge, such reports as may be required,

- b. For cause:
  1. Where a contractor fails to perform or comply with a contract, and/or fails to comply with the complaints procedure in N.J.A.C. 17: 12-4.2 et seq., the Director may terminate the contract upon 10 days notice to the contractor with an opportunity to respond.

2. Where a contractor continues to perform a contract poorly as demonstrated by formal complaints, late delivery, poor performance of service, short-shipping etc., so that the Director is repeatedly required to use the complaints procedure in N.J.A.C. 17:12-4.2 et seq. the Director may terminate the contract upon 10 days notice to the contractor with an opportunity to respond.
  - c. In cases of emergency the Director may shorten the time periods of notification and may dispense with an opportunity to respond.
  - d. In the event of termination under this section, the contractor will be compensated for work performed in accordance with the contract, up to the date of termination. Such compensation may be subject to adjustments.
- 3.6 COMPLAINTS** - Where a bidder has a history of performance problems as demonstrated by formal complaints and/or contract cancellations for cause pursuant to 3.5b a bidder may be bypassed for this award. See N.J.A.C. 17:12-2.8.
- 3.7 EXTENSION OF CONTRACT QUASI-STATE AGENCIES** - It is understood and agreed that in addition to State Agencies, Quasi-State Agencies may also participate in this contract. Quasi-State Agencies are defined in N.J.S.A. 52:27B-56.1 as any agency, commission, board, authority or other such governmental entity which is established and is allocated to a State department or any bi-state governmental entity of which the State of New Jersey is a member.
- 3.8 EXTENSION OF CONTRACTS TO POLITICAL SUBDIVISIONS, VOLUNTEER FIRE DEPARTMENTS AND FIRST AID SQUADS, AND INDEPENDENT INSTITUTIONS OF HIGHER EDUCATION - N.J.S.A. 52:25-16.1** permits counties, municipalities and school districts to participate in any term contract(s), that may be established as a result of this proposal.
- N.J.S.A. 52:25-16.2 permits volunteer fire departments, volunteer first aid squads and rescue squads to participate in any term contract(s) that may be established as a result of this proposal.
- N.J.S.A. 52:25-16.5 permits independent institutions of higher education to participate in any term contract(s) that may be established as a result of this proposal, provided that each purchase by the Independent Institution of higher education shall have a minimum cost of \$500.
- In order for the State contract to be extended to counties, municipalities, school districts, volunteer fire departments, first aid squads and independent institutions of higher education the bidder must agree to the extension and so state in his bid. proposal. The extension to counties municipalities, school districts, volunteer fire departments, first aid squads and Independent Institutions of higher education must 'be under the same terms and conditions, including price, applicable to the State.
- 3.9 EXTENSIONS OF CONTRACTS TO COUNTY COLLEGES - N.J.S.A. 18A:64A - 25. 9** permits any college to participate in any term contract(s) that may be established as a result of this proposal.
- 3.10 EXTENSIONS OF CONTRACTS TO STATE COLLEGES - N.J.S.A. 18A:64- 60** permits any State College to participate in any term contract(s) that may be established as a result of this proposal.
- 3.11 SUBCONTRACTING OR ASSIGNMENT** - The contract may not be subcontracted or assigned by the contractor, in whole or in part, without the prior written consent of the Director of the Division of Purchase and Property. Such consent, if granted, shall not relieve the contractor of any of his responsibilities under the contract.
- In the event the bidder proposes to subcontract for the services to be performed under .the terms of the contract award, he shall state so in his bid and attach for approval a list of said subcontractors and an Itemization of the products and/or services to be supplied by them.
- Nothing contained in the specifications shall be construed as creating any contractual relationship between any subcontractor and the State.
- 3.12 MERGERS, ACQUISITIONS** - If, subsequent to the award of any contract resulting from this Request for Proposal, the contractor shall merge with or be acquired by another firm, the following documents must be submitted to the Director, Division of Purchase & Property.
- a. Corporate resolutions prepared by the awarded contractor and new entity ratifying acceptance of the original contract, terms, conditions and prices.
  - b. State of New Jersey Bidders Application reflecting all updated information including ownership disclosure, pursuant to provision 1.5.

c. Vendor Federal Employer Identification Number.

The documents must be submitted within thirty (30) days of completion of the merger or acquisition. Failure to do so may result in termination of contract pursuant to provision 3.5b.

If subsequent to the award of any contract resulting from this Request for Proposal, the contractor's partnership or corporation shall dissolve, the Director, Division of Purchase & Property must be so notified. All responsible parties of the dissolved partnership or corporation must submit to the Director in writing, the names of the parties proposed to perform the contract, and the names of the parties to whom payment should be made. No payment should be made until all parties to the dissolved partnership or corporation submit the required documents to the Director.

**3.13 PERFORMANCE GUARANTEE OF BIDDER** - The bidder hereby certifies that:

- a. The equipment offered is standard new equipment, and is the manufacturer's latest model in production, with parts regularly used for the type of equipment offered; that such parts are all in production and not likely to be discontinued; and that no attachment or part has been substituted or applied contrary to manufacturer's recommendations and standard practice.
- b. All equipment supplied to the State and operated by electrical current is UL listed where applicable.
- c. All new machines are to be guaranteed as fully operational for the period stated in the Request For Proposal from time of written acceptance by the State. The bidder will render prompt service without charge, regardless of geographic location.
- d. Sufficient quantities of parts necessary for proper service to equipment will be maintained at distribution points and service headquarters.
- e. Trained mechanics are regularly employed to make necessary repairs to equipment in the territory from which the service request might emanate within a 48-hour period or within the time accepted as industry practice.
- f. During the warranty period the contractor shall replace immediately any material which is rejected for failure to meet the requirements of the contract.
- g. All services rendered to the State shall be performed in strict and full accordance with the specifications stated in the contract. The contract shall not be considered complete until final approval by the State's using agency is rendered.

**3.14 DELIVERY GUARANTEES** - Deliveries shall be made at such time and in such quantities as ordered in strict accordance with conditions contained in the Request for Proposal.

The contractor shall be responsible for the delivery of material in first class condition to the State's using agency or the purchaser under this contract and in accordance with good commercial practice.

Items delivered must be strictly in accordance with the Request for Proposal.

In the event delivery of goods or services is not made within the number of days stipulated or under the schedule defined in the Request for Proposal, the using agency may be authorized to obtain the material or service from any available source, the difference in price, if any, to be paid by the contractor failing to meet his commitments.

**3.15 DIRECTOR'S RIGHT OF FINAL BID ACCEPTANCE** - The Director reserves the right to reject any or all bids, or to award in whole or in part if deemed to be in the best interest of the State to do so. The Director shall have authority to award orders or contracts to the vendor or vendors best meeting all specifications and conditions in accordance with N.J.S.A. 52:34-12. Tie bids will be awarded by the Director in accordance with N.J.A.C.17:12-2.1D.

**3.16 BID ACCEPTANCES AND REJECTIONS** - The provisions of N.J.A.C. 17:12-2.9, relating to the Director's right, to waive minor elements of non-compliance with bid specifications and N.J.A.C. 17: 12- 2.2 which defines causes for automatic bid rejection, apply to all proposals and bids.

**3.17 STATE'S RIGHT TO INSPECT BIDDER'S FACILITIES** - The State reserves the right to inspect the bidder's establishment before making an award, for the purposes of ascertaining whether the bidder has the necessary facilities for performing the contract.

The State may also consult with clients of the bidder during the evaluation of bids. Such consultation is intended to assist the State in making a contract award which is most advantageous to the State.

- 3.18 STATE'S RIGHT TO REQUEST FURTHER INFORMATION** - The Director reserves the right to request all information which may assist him or her in making a contract award, including factors necessary to evaluate the bidder's financial capabilities to perform the contract. Further, the Director reserves the right to request a bidder to explain, in detail, how the bid price was determined.
- 3.19 MAINTENANCE OF RECORDS** - The contractor shall maintain records for products and/or services delivered against the contract for a period of three (3) years from the date of final payment. Such records shall be made available to the State upon request for purposes of conducting an audit or for ascertaining information regarding dollar volume or number of transactions.

#### **4. TERMS RELATING TO PRICE QUOTATION**

- 4.1 PRICE FLUCTUATION DURING CONTRACT** - Unless otherwise noted by the State, all prices quoted shall be firm through issuance of contract or purchase order and shall not be subject to increase during the period of the contract.

In the event of a manufacturer's or contractor's price decrease during the contract period, the State shall receive the full benefit of such price reduction on any undelivered purchase order and on any subsequent order placed during the contract period. The Director of Purchase and Property must be notified, in writing, of any price reduction within five (5) days of the effective date.

Failure to report price reductions will result in cancellation of contract for cause, pursuant to provision 3.5b.1.

- 4.2 DELIVERY COSTS** - Unless otherwise noted in the Request for Proposal, all prices for items in bid proposals are to be submitted F.O.B. Destination. Proposals submitted other than F.O.B. Destination may not be considered. Regardless of the method of quoting shipments, the contractor shall assume all costs, liability and responsibility for the delivery of merchandise in good condition to the State's using agency or designated purchaser.

F.O.B. Destination does not cover "spotting" but does include delivery on the receiving platform of the ordering agency at any destination in the State of New Jersey unless otherwise specified. No additional charges will be allowed for any additional transportation costs resulting from partial shipments made at contractor's convenience when a single shipment is ordered. The weights and measures of the State's using agency receiving the shipment shall govern.

- 4.3 C.O.D. TERMS** - C.O.D. terms are not acceptable as part of a bid proposal and will be cause for rejection of a bid.

- 4.4 TAX CHARGES** - The State of New Jersey is exempt from State sales or use taxes and Federal excise taxes. Therefore, price quotations must not include such taxes. The State's Federal Excise Tax Exemption number is 22-75-0050K.

- 4.5 PAYMENT TO VENDORS** - Payment for goods and/or services purchased by the State will only be made against State Payment Vouchers. The State bill form in duplicate together with the original Bill of Lading, express receipt and other related papers must be sent to the consignee on the date of each delivery. Responsibility for payment rests with the using agency which will ascertain that the contractor has performed in a proper and satisfactory manner in accordance with the terms and conditions of the award. Payment will not be made until the using agency has approved payment.

For every contract the term of which spans more than one fiscal year, the State's obligation to make payment beyond the current fiscal year is contingent upon legislative appropriation and availability of funds.

The State of New Jersey now offers State contractors the opportunity to be paid through the VISA procurement card (p-card). A contractor's acceptance and a State Agency's use of the p-card, however, is optional. P-card transactions do not require the submission of either a contractor invoice or a State payment voucher. Purchasing transactions utilizing the p-card will usually result in payment to a contractor in three days. A Contractor should take note that there will be a transaction processing fee for each p-card transaction. To participate, a contractor must be capable of accepting the VISA card. For more information, call your bank or any merchant services company.

- 4.6 NEW JERSEY PROMPT PAYMENT ACT** - The New Jersey Prompt Payment Act N.J.S.A. 52:32-32 et seq. requires state agencies to pay for goods and services within sixty (60) days of the agency's receipt of a properly executed State Payment Voucher or within sixty (60) days of receipt and acceptance of goods and services, whichever is later. Properly executed performance security, when required, must be received by the state prior to processing any payments for goods and services accepted by state agencies. Interest will be paid on delinquent accounts at a rate established by the State Treasurer. Interest will not be paid until it exceeds \$5.00 per properly executed invoice.

Cash discounts and other payment terms included as part of the original agreement are not affected by the Prompt Payment Act.

**4.7 RECIPROCITY** - In accordance with N.J.S.A. 52:32-1.4 and N.J.A.C. 17: 12- 2. 13, the State of New Jersey will invoke reciprocal action against an out-of-State bidder whose state or locality maintains a preference practice for their bidders.

**5. CASH DISCOUNTS** - Bidders are encouraged to offer cash discounts based on expedited payment by the State. The State will make efforts to take advantage of discounts, but discounts will not be considered in determining the lowest bid.

- a. Discount periods shall be calculated starting from the next business day after the recipient has accepted the goods or services received a properly signed and executed State Payment Voucher form and, when required, a properly executed performance security, whichever is latest.
- b. The date on the check issued by the State in payment of that Voucher shall be deemed the date of the State's response to that Voucher.

**6. STANDARDS PROHIBITING CONFLICTS OF INTEREST** - The following prohibitions on vendor activities shall apply to all contracts or purchase agreements made with the State of New Jersey, pursuant to Executive Order No. 189 (1988).

- a. No vendor shall pay, offer to pay, or agree to pay, either directly or indirectly, any fee, commission, compensation, gift, gratuity, or other thing of value of any kind to any State officer or employee or special State officer or employee, as defined by N.J.S.A. 52:13D-13b and e., in the Department of the Treasury or any other agency with which such vendor transacts or offers or proposes to transact business, or to any member of the immediate family, as defined by N.J.S.A. 52:13D-13i., of any such officer or employee, or partnership, firm or corporation with which they are employed or associated, or in which such officer or employee has an interest within the meaning of N.J.S.A. 52: 13D-13g.
- b. The solicitation of any fee, commission, compensation, gift, gratuity or other thing of value by any State officer or employee or special State officer or employee from any State vendor shall be reported in writing forthwith by the vendor to the Attorney General and the Executive Commission on Ethical Standards.
- c. No vendor may, directly or indirectly, undertake any private business, commercial or entrepreneurial relationship with, whether or not pursuant to employment, contract or other agreement, express or implied, or sell any interest in such vendor to, any State officer or employee or special State officer or employee or special State officer or employee having any duties or responsibilities in connection with the purchase, acquisition or sale of any property or services by or to any State agency or any instrumentality thereof, or with any person, firm or entity with which he is employed or associated or in which he has an interest within the meaning of N.J.S.A. 52: 130-13g. Any relationships subject to this provision shall be reported in writing forthwith to the Executive Commission on Ethical Standards, which may grant a waiver of this restriction upon application of the State officer or employee or special State officer or employee upon a finding that the present or proposed relationship does not present the potential, actuality or appearance of a conflict of interest.
- d. No vendor shall influence, or attempt to influence or cause to be influenced, any State officer or employee or special State officer or employee in his official capacity in any manner which might tend to impair the objectivity or independence of judgment of said officer or employee.
- e. No vendor shall cause or influence, or attempt to cause or influence, any State officer or employee or special State officer or employee to use, or attempt to use, his official position to secure unwarranted privileges or advantages for the vendor or any other person.
- f. The provisions cited above in paragraph 6a through 6e shall not be construed to prohibit a State officer or employee or Special State officer or employee from receiving gifts from or contracting with vendors under the same terms and conditions as are offered or made available to members of the general public subject to any guidelines the Executive Commission on Ethical Standards may promulgate under paragraph 6c.